

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.

SHARRIF K. FLOYD,

Plaintiff,

vs.

DR. JAMES ANDREWS, M.D.; DR. GREGORY HICKMAN, M.D.; DR. CHRISTOPHER WARRELL, M.D.; DR. TARIQ HENDAWI, M.D; THE ANDREWS INSTITUTE AMBULATORY SURGERY CENTER, LLC; PARADIGM ANESTHESIA, P.A.; BAPTIST HOSPITAL, INC.; BAPTIST HEALTH CARE CORPORATION; GULF BREEZE HOSPITAL, INC., BAPTIST HOSPITAL, INC. d/b/a GULF BREEZE HOSPITAL; AND BAPTIST PHYSICIAN GROUP, LLC,

Defendants.

**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION TO DEFENDANT THE
ANDREWS INSTITUTE AMBULATORY SURGERY CENTER, LLC (ASC)**

Plaintiff Sharrif K. Floyd ("Plaintiff"), through undersigned counsel and pursuant to Rule 1.350 of the Florida Rules of Civil Procedure, hereby requests that Defendant The Andrews Institute Ambulatory Surgery Center, LLC (ASC), produce the following documents in the manner prescribed by the Florida Rules of Civil Procedure.

INSTRUCTIONS AND DEFINITIONS

Solely for the purpose of these requests and for no other purpose, the following definitions shall apply:

- A. Plaintiff shall mean Sharrif K. Floyd ("Plaintiff") in the above referenced matter;

B. "Any" means any or all.

C. "All documents" means every document or group of documents including any written, recorded, or graphic matter as defined in Fla. R. Civ. P. 1.350(a) and Fla. Stat. § 90.951.

D. "Defendants" shall refer to The Andrews Institute Ambulatory Surgery Center, LLC (ASC), and any of their employees, agent, or attorneys.

E. The singular shall include the plural and vice versa, the terms "and" and "or" shall be both conjunctive and disjunctive. The term "including" means "including without limitation."

F. "Communication" shall mean any writing including, but not limited to: any written or graphic matter or other means of preserving thought or expression, all tangible things from which information can be processed or transcribed, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise, including, but not limited to, correspondence, memoranda, notes, e-mail transmittals, messages, letters, e-mail, telegrams, teletypes, telefax, bulletins, or other communications, diaries, chronological data, minutes, books, reports, charges, ledgers, invoices, worksheets, receipts, returns, computer print-outs, prospectuses, financial statements, schedules, affidavits, contracts, canceled checks, transcripts, statistics, surveys, magazine or newspaper articles, releases (and any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), photographs, charts, graphs, microfiche, microfilm, videotape, recordings, or representations of any kind (including, without limitation, tapes, cassettes, discs, and electronically stored information).

G. If you withhold any information because of a claim of a privilege, please provide the following information:

1. The nature of the privilege claimed (including work product);
2. The date of the document;

3. The type of document (correspondence, memorandum, fax, e-mail, etc.);
4. Sufficient information for Plaintiff to determine the applicability of the privilege or protections asserted; and

The custodian, location, and such other information sufficient to identify the document for a subpoena duces tecum or a document request, including where appropriate the author, the addressee, and, if not apparent, the relationship between the author and the addressee, or if the information you are withholding is an oral communication, the parties to the oral communication and any other persons who were present during or have been informed of the oral communication.

REQUESTS FOR PRODUCTION

1. Any and all protocols, policies, and/or procedures of ASC for the medical services (“medical care and treatment”) performed on Plaintiff during the year 2016.
2. Any and all changes to the protocols, policies, and/or procedures requested in paragraph 1 above from September 1, 2016 to the present.
3. Any and all protocols, policies, and/or procedures of ASC that apply to the medical care and treatment provided to Plaintiff.
4. Any and all medical records, notes, or other documents created, written, or prepared by ASC regarding Plaintiff.
5. Any and all billing or documents for medical care and treatment provided to Plaintiff by ASC.
6. Any and all communications and documents between ASC and James Andrews, M.D. and either Paradigm Anesthesia, P.A. and/or Gregory Hickman, M.D., Tariq Hendawi, M.D., and/or Christopher Warrell, M.D. regarding Plaintiff since September, 2016 to the present.
7. Any and all policies of liability insurance which would indemnify ASC for the incidents that are the subject matter of this lawsuit.
8. Any and all incident reports generated as a result of medical care and treatment provided to Plaintiff.

9. Any and all records of an adverse medical incident generated as a result of medical care and treatment provided to Plaintiff.
10. Any and all agreements or contracts between ASC and/or James Andrews, M.D. and either Paradigm Anesthesia, P.A., Gregory Hickman, M.D., Tariq Hendawi, M.D. and/or Christopher Warrell, M.D. regarding Plaintiff since September, 2016 to the present.
11. Please produce a copy of each and every deposition in the possession, custody, or control of James Andrews, M.D. has ever given.
12. A copy of each and every lawsuit wherein ASC have ever been named as a Defendant relating to the provision of medical care or treatment to a patient.
13. A copy of any and all documents that Plaintiff signed.
14. The minutes of any meetings of the directors, members or managers of ASC from January 1 2016 to the present.
15. All documents that reflect the ownership structure of ASC from January 1, 2016 to the present.
16. Any resolutions of the directors, managers or members of ASC relating to any change in the ownership structure of ASC.
17. Copies of all employment agreements with the directors, officers or managers or ASC from January 2016 to the present.
18. All documents that relate to the joint venture formed between Baptist Healthcare and local physicians as reflected in the marketing materials of ASC.
19. All documents that relate to the allocation of profits, losses, income and expenses for ASC for the fiscal year including September 2016.
20. All documents that relate to the financial participation in ASC of Baptist Healthcare Corporation or its subsidiaries or affiliates from January 1, 2016 to the present.
21. All marketing materials referencing Baptist Health Care Corporation and/or Baptist Hospital, Inc.
22. All marketing and/or advertising materials referencing Dr. James Andrews.
23. All communications with the Minnesota Vikings.

24. All communications regarding or relating to the Plaintiff.
25. Any and all policies of insurance that provide coverage for you, any of your employees, agents, nurses, and affiliates, and/or any subsequent, related, or acquiring entity with respect to the incident set forth in the complaint.
26. Any and all documents, writings, contracts, or agreements between you and any other health care providers (or entities) who provided services to the Plaintiff at the time that the Plaintiff received care and treatment from you with respect to the provision of such services in general including but not limited to contracts with hospitals, doctors, independent contractors, professional associations, emergency room care, radiology and nursing services.
27. Any and all writings, documents, guidelines, booklets, pamphlets, and manuals indicating your policy, protocol, regulations, and procedures, with respect to the type of care and treatment received by the Plaintiff at your office or at a hospital or clinic. This shall specifically include, but is not limited to any of the foregoing that relates to: Mr. Plaintiff's surgical procedures; Plaintiff's anesthesia care; supervision of fellows; treatment for professional athletes; Plaintiff's rehabilitation/physical therapy.
28. Any and all rules, regulations, procedures, policies and protocol with respect to any and all other health care providers providing treatment to the Plaintiff at your office, clinic or at a hospital pursuant to agreement, contracts; on your behalf, or at your request.
29. Any and all rules, regulations, procedures, policies and protocol with respect to any and all fellows and/or fellowship programs relating to the treatment of the Plaintiff at your office, clinic or at a hospital pursuant to agreement, contracts; on your behalf, or at your request
30. A complete copy of your office medical records, and any and all other medical records, notes, x-rays/MRI, diagnostic testing, consultation notes, bills, and/or correspondence (electronic, written, SMS etc.) concerning the subject Plaintiff as noted in the notice letter, and/or any and all records pertaining to the Plaintiff noted in the notice letter. This includes but is not limited to arthroscopy pictures or video, ultrasound pictures or video, pathology slides or reports.
31. Any and all document retention policies pertaining to the Plaintiff.
32. Any and all corporate and/or organizational charts relating to the entities and the incident set forth in the complaint.
33. Any/all "investigative/case review" reports involving Plaintiff and/or the subject matter of the complaint.
34. Any/all schedules/calendars for Drs. James Andrews, Tariq Hendawi, Chris Warrell, Gregory Hickman, and Brandon Winchester, from the date of 9/21/2016 through

9/28/2016. To be clear, this request seeks the scheduled and/or documented whereabouts of all such physicians; to the extent it contains HIPAA-protected information not relevant to Mr. Plaintiff, all other personal health information may be redacted.

35. Pursuant to Section 25 of the Florida Constitution (the Plaintiff's Right to Know about Adverse Medical Incidents), and the definitions contained therein, please provide a copy of any and all records made by and/or received by this Defendant relating to any "adverse medical incident" regarding the incident which is the subject of this litigation. Please redact the records as provided in sub-section (b) of the Plaintiff's Right to Know About Adverse Medical Incidents, if applicable.
36. All documents, recordings, emails, calendars, correspondence, statements, files, minutes, invitations, ledgers, resolutions, disciplinary actions, root cause analysis, that in any way pertain to the quality assurance/quality review process, review, peer review, etc., as it relates to Sharrif Plaintiff and/or the incident that is the subject of the complaint.
37. Completed Potentially Compensable Event form regarding Plaintiff, pertaining to any and all investigations and all attachments to said report.
38. Any and all copies of any audit trails, ledgers or logs for all persons who accessed the legal hold chart(s) of Plaintiff.
39. All records made or received in the course of business by the Defendant herein relating to the injuries sustained by Plaintiff as an adverse medical incident including, but not limited to, the records or documents of any peer review, risk management, quality assurance, credentials or similar committee (See Florida Constitution Article 10, Section 25).
40. The complete claims file of ASC for herein pertaining to this incident or in any way to the injuries sustained to Plaintiff.
41. All emails and/or other communication between the prospective Defendant herein and any health care provider pertaining to the Plaintiff.
42. All emails, letters, SMS data, or other communication between the prospective Defendant herein on the one hand (inclusive of any agents/servants/employees/contractors), and the Minnesota Vikings, Dr. Chris Larson, Mr. Brian Sugarman, or any other agents/servants/employees/contractors on the other.
43. All emails by and between the employees and staff of the Defendant herein on the one hand (inclusive of any agents/servants/employees/contractors), and by and between all health care providers involved in the care and treatment of Plaintiff.
44. All records made or received in the course of business by ASC, relating to any and all surgical errors or communication errors or anesthesiological errors reported as an adverse medical incident between 2011 and 2016 including, but not limited to, the records or

documents of any peer review, risk management, quality assurance, credentials, or similar committee (See Florida Constitution Article 10, Section 25) .

45. Pursuant to Article X, Section 25 of the Florida Constitution and §381.028, Florida Statutes, please provide copies of any and all documents relating to any medical incidents, claims of medical negligence, medical mistakes or errors or breaches of standard of care of any healthcare provider, including but not limited to Baptist Medical Group, LLC, who rendered services or was responsible to render healthcare services to Plaintiff, the subject of this matter, regardless of when such incidents, acts or omissions occurred.

Dated: November 6, 2018.

Respectfully submitted,

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